

MINERAL KING PRESERVATION SOCIETY

Saturday, February 25, 1995
Sierra Lodge Motel
Three Rivers, CA.

The Mineral King Preservation Society Board Of Directors met on Saturday, February 25, 1995, at the Sierra Lodge Motel in Three Rivers, California. Members and guests present were as follows:

James and Leslie Blair
Jock Peterson
John Elliott
Don Pinkham
Stuart Hendrix
Jim Ingram

Jim Barton
Ora Kay Peterson
Jay and Betsy Peterson
Stoney Savage
Bill Martin

The minutes of the last meeting were passed out but not approved as it was felt that it was important to proceed due to the amount of business to be discussed.

Jim Barton read the suggested changes in the bylaws. Changes as recommended are herein enclosed. It was decided to run these changes by our attorney for his approval.

The Picnic In The Park date was changed to July 15th to accommodate our speaker Jack Huneke.

John Elliott reported on the SHPO update and completion of the MPD nomination. John related his experiences and reasons for his purchase of the Three Rivers newspaper. He told of his and Jim Barton's interview with the new Superintendent of the park. He is well qualified and is interested in Mineral King. His priorities are:

- 1) To raise money for the park.
- 2) To finish the Giant Forest Village.
- 3) To complete the Generals Highway.

A lengthy discussion was held regarding the completion of the MPD nomination and also of the policy of ownership and care of cabins by MKPS. It was stated that the board feels that the first priority is to complete the MPD nomination and get it submitted as soon as possible. John Elliott agreed. John wants to meet again in April with the target date for completion. He will have a firm target date of completion and a budget by the April meeting.

Concerning the cabins, it was decided that the policy committee - Jay Peterson and Stoney Savage was to meet and develop a policy to present to the board at the April meeting. MSP/ Ora Kay Peterson and Jock Peterson to get the cabin policy committee to work-up and present a plan for cabin up-keep and acquisition by the April meeting. Then MKPS would go to the Park Administration.

Election of Officers will be held at the next meeting. Don Pinkham was appointed to the board to fill a vacancy.

It was decided not to order more T-shirts until we get rid of most of

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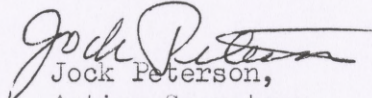
our present supply.

MSP/ Jim Barton and Jock Peterson to pay John Elliott the final payment on the MPD nomination.

The next meeting was tentatively set for April 22nd, the time and place to be announced later.

The meeting was then adjourned.

Respectfully submitted,


Jock Peterson,
Acting Secretary.

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Changes in MKPS Bylaws
(Board action on February 25, 1995)

- Section 3.01 - Seven or more Directors....
2nd line VOTE
- Section 3.02 - The words "MEMBERS" - DIRECTORS...
- Section 3.08 - A. Meetings of the Board...
Annually at the corporation's...
shall be held in February of each year for the purpose of organization, selection...
meeting.
B. Second line strike "WRITTEN", end sentence... director.
- Section 3.09 - A. Strike: in the manner... bylaws.
- Section 3.10 - Third line strike: IN WRITING ... WRITTEN
Fourth line strike: WRITTEN
Fifth line strike: UNANIMOUS
- Section 4.02 - Delete last sentence (Approved by Board action of 2/1/95).
- Section 6.02 - Add: "OR EXECUTIVE DIRECTOR"
- Section 8.02 - Delete last sentence
- Section 9.02 - D. Strike WORK; WORD

L3031

April 28, 1993

Mrs. Ora Kay Peterson
Executive Director
Mineral King Preservation Society
2936 S. West Street
Visalia, California 93277

Dear Mrs. Peterson:

We have reviewed the memorandum of understanding and have made some minor stylistic changes. We have also prepared a special use permit authorizing the Mineral King Preservation Society to assume responsibility for the preservation of the cabin located at Lot #1, East Mineral King. We are prepared to execute both documents.

Please review these documents, and if they meet your approval, sign and return them to us. A copy will be returned for your files. We apologize for our delay in reviewing and completing these documents. If you have any questions, please contact Bill Tweed at 565-3102.

Sincerely,

J. Thomas Ritter
Superintendent

Enclosure

cc: Jim Barton

bcc: MA
MK Subdistrict Ranger

PLW: plw

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**MEMORANDUM OF UNDERSTANDING
FOR THE TEMPORARY STATUS
OF THE
GRIGGS/BRUNDAGE CABIN
(JOSEPHINE PINKHAM)
(LOT 1, EAST MINERAL KING)**

SEQUOIA NATIONAL PARK, CALIFORNIA

This Agreement is entered into by and between Sequoia and Kings Canyon National Parks, acting through the Superintendent (hereinafter referred to as "NPS") and the Mineral King Preservation Society (hereinafter referred to as "MKPS").

ARTICLE I. BACKGROUND AND OBJECTIVES

Whereas, it is in the mutual interest of both MKPS and NPS to pursue actively the preservation of the cultural resources of Mineral King, and it is desirable for both parties to protect those properties which may be potentially significant and worthy of preservation;

Whereas, MKPS is a nonprofit public benefit corporation founded in 1986 and dedicated to the preservation of cultural values, artifacts, structures and historical sites of Mineral King;

Whereas, MKPS is currently, and has been since 1988, in the process of seeking an official "determination of eligibility" leading to the completion of a multiple properties documentation for a proposed Mineral King Historic District to be listed on the National Register of Historic Places;

Whereas, MKPS has successfully completed the restoration of the Honeymoon Cabin and is currently the custodian of said historical resource;

Whereas, the Pinkham Trust has abandoned and quitclaimed in writing all title and further claims to the cabin and remaining property on Lot 1, East Mineral King, to the MKPS;

Whereas, MKPS is uniquely qualified to own on the public's behalf all property remaining on Lot 1, East Mineral King;

Whereas, NPS takes the position that it cannot by law further extend the now expired special use permit authorizing private use and occupation of the cabin in

*** MINERAL KING PRESERVATION SOCIETY ***
*** SEQUOIA AND KINGS CANYON NATIONAL PARKS ***

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question, and there is a question as to the possible historical significance of the subject structure;

Whereas, it is in the interest of the American people to maintain intact the subject cabin until such time as its historical significance is clearly established; and,

Whereas, NPS is authorized under 16 USC 464 to enter into cooperative agreements to further its authorized programs and responsibilities;

Now Therefore, the parties hereto agree to the following terms and conditions:

ARTICLE II. STATEMENT OF WORK

A. MKPS agrees to:

1. Preserve and maintain the subject cabin in a stable condition until such time as a determination of eligibility to the National Register of Historic Places is obtained. This work will be in consultation with the NPS Cultural Resource Management Office.

2. Assume all responsibilities for upkeep and maintenance as well as limitations previously applicable to the deceased permittee.

B. NPS agrees to:

1. Issue a special use permit to the MKPS for a fee of \$1.00 (one dollar) per annum, granting it the privilege to preserve and maintain the property in question. This permit will be renewed annually if the terms and conditions set forth herein are executed faithfully and until a determination of eligibility has been obtained.

C. It is mutually agreed that:

1. NPS will not require action by the MKPS that is inconsistent with NPS and national historic preservation guidelines. MKPS will not take any action that is inconsistent with NPS and national historic preservation guidelines.

2. During the period of this agreement, the cabin will not be occupied for private residential purposes, except as authorized in writing by the Superintendent of Sequoia and Kings Canyon National Parks. Provided, however, that persons working on the cabin may use and occupy the cabin in a manner consistent with MKPS' Articles of Incorporation, By-Laws, and letter of exemption from federal taxation.

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 *** SEQUOIA AND KINGS CANYON NATIONAL PARKS ***

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ARTICLE III. TERM OF AGREEMENT

This memorandum of understanding will terminate with appropriate review has been completed necessary for a final "Determination of Eligibility."

ARTICLE IV. KEY OFFICIALS

The key officials for the administration of this agreement shall be:

For NPS: J. Thomas Ritter, Superintendent
Sequoia and Kings Canyon National Parks
Three Rivers CA 93271
(209) 565-3341

For MKPS: Ora Kay Peterson, Executive Director
Mineral King Preservation Society
2936 S. West Street
Visalia CA 93277
(209) 734-6150

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

MINERAL KING
PRESERVATION SOCIETY

NATIONAL PARK SERVICE

Ora Kay Peterson date

J. Thomas Ritter, Superintendent date
Sequoia and Kings Canyon National Parks

*** MINERAL KING PRESERVATION SOCIETY ***
*** SEQUOIA AND KINGS CANYON NATIONAL PARKS ***

2023.009.05/29

ARTICLE III. TERM OF AGREEMENT

This memorandum of understanding will terminate ^{after 90 days} ~~when~~ appropriate review has been completed necessary for a final "Determination of Eligibility." *plw*

For NPS: KEY OFFICIALS

The key officials for the administration of this agreement shall be:

For NPS: J. Thomas Ritter, Superintendent
Sequoia and Kings Canyon National Parks
Three Rivers, CA 93271
(209) 565-3341

For MKPS: Ora Kay Peterson, Executive Director
Mineral King Preservation Society
2936 S. West Street
Visalia, CA 93277
(209) 734-6180

Wm. Martin, President,
Mineral King Preservation Society
1620 W. College
Visalia, CA 93277
(209) 625-3401

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

MINERAL KING
PRESERVATION SOCIETY

[Signature] 5/15/93

Ora Kay Peterson date
Executive Director MKPS

[Signature] 5/16/93

Wm. Martin date
President MKPS

NATIONAL PARK SERVICE

[Signature]

J. Thomas Ritter, Superintendent date
Sequoia and Kings Canyon National Parks

+++ MINERAL KING PRESERVATION SOCIETY+++
+++ SEQUOIA AND KINGS CANYON NATIONAL PARKS +++

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT

Name of Use Preservation

Date Permit Reviewed 1993 Apr 26
1994 Dec 31
1995 Dec 31
1996 Dec 31
1997 Dec 31
1998 Dec 31

Long Term X

Date Permit Expires

Short Term _____

PERMIT # WRO - SEKI - 6000 - 004

Name of Area MINERAL KING

MINERAL KING PRESERVATION SOCIETY
2936 S. WEST STREET, VISALIA CA 93277 (Ph: 209-734-6150)

is hereby authorized during the period from 12:00 am, 1 June 1993, through
11:59 pm, 31 December 1998, to use the following described land or facilities
in the above named area:

LOT #1, EAST MINERAL KING, MINERAL KING AREA, SEQUOIA NATIONAL PARK

For the purpose of: Preservation of the property as agreed to in the
Memorandum of Understanding dated _____

Authorizing legislation or other authority (re: NPS-53 Appendix 1): 16 USC 464

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI _____ EIS _____ OTHER APPROVED PLANS _____

PERFORMANCE BOND: Required _____ Not Required X Amount \$ _____

LIABILITY INSURANCE: Required _____ Not Required X Amount \$ _____

ISSUANCE of this permit subject to the conditions on the appended pages and to the annual payment to the US
Department of the Interior, National Park Service of the sum as described in Condition #9 of this permit.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations
expressed or implied herein.

PERMITTEE:

Signature of Permittee

Date

AUTHORIZING OFFICIAL:

Superintendent, Sequoia and Kings Canyon National Parks

Date

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CONDITIONS OF THIS PERMIT

1. The Permittee shall exercise this privilege subject to the supervision of the Superintendent, Sequoia and Kings Canyon National Parks, and shall comply with all applicable laws and regulations of the area.
2. **Damages:** The Permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.
3. **Benefit:** Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom; Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. **Assignment:** This permit may not be transferred or assigned.
5. **Revocation:** This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation (re: 36 CFR 2.32(4)).
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. **Nondiscrimination:** The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967.

If use of the resource covered by their permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows.

(a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will have consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(c) The Permittee will send to each labor union or representative of workers with which the Permittee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Permittee's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this concession contract or with any of such rules, regulations, or orders, this concession contract may be cancelled, terminated, or suspended in whole or in part, and the Permittee may be declared ineligible for further Government concession contract in accordance with procedures authorized in Executive Order No. 11346 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, and or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Permittee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Permittee will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of the Secretary, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

SPECIAL PARK CONDITIONS

9. Annual Fees: The Permittee agrees to pay an annual fee of \$1.00 (one dollar) to the U.S. Department of the Interior, National Park Service for privileges granted herein.
10. Upon the expiration or termination of the privileges conveyed by this permit, voluntary or otherwise, it is the responsibility of the Permittee to remove all structures and property from the Park lands and to restore the lands to a natural appearance according to those standards established by the Superintendent.
11. The Memorandum of Understanding between the National Park Service and Mineral King Preservation Society is hereby made a part of this permit.
12. Risks. Avalanches, rising waters, wildland fires, high winds and other hazards are natural phenomena that present risks to the Permittee's property which the Permittee assumes.
13. Permittee is requested to notify the National Park Service of any hazardous trees. It is the responsibility of the National Park Service to inspect the area and to remove any hazardous trees from cabin sites and rights-of-way. Attention will be given to hazardous trees based upon a priority list prepared by the National Park Service.
14. Fire Protection. Stoves and open stovepipes shall be kept at least one foot away from wooden walls or ceilings. Wood surfaces beneath or within one foot of stoves or stovepipes shall be protected with asbestos board or other suitable insulation. The Permittee shall install smoke alarms, fire extinguishers and fire-fighting apparatus of types, of capacities, in numbers, and at locations approved by the Superintendent. This equipment shall be in readiness at all times for immediate use and shall be tested each year at such times as may be required by the Superintendent. The Permittee shall construct and maintain such fuelbreaks as required by the National Park Service. No

fireworks shall be stored or used on the land covered by this permit, or in the structures thereon.

15. If any structure located on lands subject to this permit is determined to be eligible for nomination to the National Register of Historic Places, and that nomination is supported by the Permittee, then that structure will be maintained henceforth by the Permittee in conformance with National Park Service policy, regulations and guidelines for historic structures.

Any rehabilitation on buildings nominated to or listed on the National Register of Historic Places must be done in accordance with the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings," and all proposed work, plans and specifications must be submitted to the Superintendent for written approval prior to commencement of any rehabilitation or other work on the property.

16. The Permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Superintendent.

17. The Permittee shall protect the scenic aesthetic values of the area under this permit, and the adjacent land, as far as possible during the authorized use, construction, operation, or maintenance of the improvement.

18. The Superintendent shall have the right at any time to enter upon the lands utilized by the Permittee hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

19. **Entry Permits:** Permittee and its contractors or subcontractors are granted free entrance into the Mineral King Area of Sequoia National Park for the purpose of access to their property. If the Park's recreational facilities are used, normal entrance fees must be paid.

20. In case of change of address, the Permittee shall immediately notify the Superintendent.

21. Access to property shall be allowed year-round; however, the National Park Service assumes no obligation to snow-plow the road during the winter months. Permittee may use snowmobiles for access during this time.

22. Nothing in this permit shall obligate the Federal Government to provide access to or expend funds on Permittee lands or adjacent Federal lands to make the permit operational.

23. The Permittee agrees to save and hold harmless the United States of America, its agents and employees for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, his employees, subcontractors or agents under this permit.